

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.**, (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A.** COUNTY wishes to retain the services of the CONTRACTOR to provide a supported employment and volunteer program to Tulare County Mental Health clients; and
- B.** CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY’S Mental Health Program; and
- C.** CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 PM on June 30, 2021 unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. SERVICES:** See attached **Exhibits A**.
- 3. PAYMENT FOR SERVICES:** See attached **Exhibits B, B-1, B-2**.
- 4. INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
 HEALTH & HUMAN SERVICES AGENCY
 SERVICES AGREEMENT**

<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input type="checkbox"/>	Exhibit ____	[Insert name of any other exhibit needed and attach]

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

TULARE COUNTY HEALTH AND HUMAN SERVICES AGENCY
 5957 S. Mooney Blvd.
 Visalia, CA 93277
 Phone No.: 559-624-8000
 Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
 2800 W. Burrel Ave.
 Visalia, CA 93291
 Phone No.: 559-636-5005
 Fax No.: 559- 733-6318

CONTRACTOR:

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.
 312 NW 3RD Ave
 Visalia, CA 93291
 Phone No.: 559-627-2046
 Fax No.: 559-733-3971

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

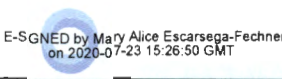
8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. COUNTERPARTS: The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COMMUNITY SERVICES AND EMPLOYMENT TRAINING, INC.

Date: July 23, 2020

By  _____

Print Name Mary Alice Escarsega-Fechner

Title Executive Director

Date: _____

By See attached Board Resolution

Print Name _____

Title _____

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

Date: _____

By _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

Approved as to Form
County Counsel

By Allison K. Pierce 7/23/20
Deputy
Matter # 2020797

EXHIBIT A
Scope of Services
Fiscal Year 2020-2021

Contractor: Community Services Employment Training (CSET)
Program: Supported Employment and Volunteer Program

A. Purpose

1. Maintain and sustain a supported employment and volunteer program which helps people with lived public mental health system experience engage in the competitive labor market, aligning jobs to client preference in conjunction with the level of professional assistance needed to retain placement.
2. Provide individual placements in competitive employment positions and volunteer roles in accord with client choice and capabilities without requiring extended prevocational training with zero exclusion criteria.
3. Employ a rapid job search approach to help people obtain jobs directly, rather than providing a lengthy pre-employment assessment, training, and counseling.

B. Model

1. CONTRACTOR is to use the Substance Abuse Mental Health Administration (SAMHSA) Supported Employment (SE) Knowledge Information Transformation (KIT), and evidence-based supported employment practice for mental health consumers.
2. The SAMHSA SE KIT is to be used for service delivery and evaluation for all clients regardless of placement (unsuccessful placement, employment position or volunteer role).
3. Contractor shall utilize the evidence-based practice of Individual Placement and Support (IPS) Supported Employment.

C. Principles

1. CONTRACTOR will incorporate the SAMHSA SE KIT's seven (7) guiding principles within program:
 - (i) Eligibility will be based on client choice and readiness to participate in supported employment or volunteerism.
 - (ii) Services are integrated with the client's mental health treatment and in collaboration with the client's mental health treatment team. As such, all client referrals to CONTRACTOR must have a completed Tulare County Mental Health Release of Information (ROI) form attached to allow for the integration and collaboration.
 - (iii) Placement in competitive employment and volunteer positions is the goal. All placements will be chosen by the client.
 - (iv) Personalized benefits counseling will be delivered by CONTRACTOR to the client to assist, guide and illustrate how revenue must be reported (i.e. tax implications) and benefits may or may not be impacted with employment or volunteer placement to ensure the client is making an informed decision.

- (v) Job shadowing or volunteer placement to be provided by CONTRACTOR soon after client expresses interest in working/volunteering and, an individual assessment including job/volunteer search plan is created immediately.
- (vi) CONTRACTOR provides case management continuous (up to one (1)-year) throughout placement to ensure success. Clients may over time need additional services that can be provided for continued success.
- (vii) Client engagement is integral to job satisfaction, long term employment and/or education success.

D. Location:

1. CONTRACTOR will perform services in the communities of Porterville, Visalia, and Tulare at either CSET offices or One-Stop centers

E. Target Population:

1. Active or former clients of the Tulare County Mental Health Clinics or Contract Providers; ages 16 years of age and older for whom competitive employment has not traditionally occurred, or for whom competitive employment has been interrupted as a result of mental illness.
2. CONTRACTOR will serve 200 individuals per year through supported employment and volunteer placement.
 - (i) Employment enrollment will be at least 50% of the total enrolled.

F. Goals

1. To find a natural fit between strengths and experiences that enable clients to:
 - (i) Work/Volunteer in settings of their choice
 - (ii) Gain valuable work experience
 - (iii) Transition to permanent employment in the community
2. Increase self-sufficiency of clients by obtaining and retaining competitive employment in the community consistent with their job preferences.
3. The supportive employment program shall implement the necessary strategies to reach a minimum of 70% (equal to or greater than) placement within employment positions or volunteer roles.
4. Additionally the supportive employment program will sustain 70% (equal to or greater than) of clients placed in employment positions at one (1)-year post placement.

G. Process:

1. Tulare County Department of Mental Health Providers will be the primary referral source, ensuring to use a referral form developed by CONTRACTOR and will send a completed release of information to ensure the supported employment program can perform integrated services with client's mental health treatment team. Former clients of Tulare County Department of Mental Health Providers may be received as referrals, but CONTRACT must have the referrals approved by the Tulare County Department of Mental Health prior to entry into services.
2. Consumers referred will participate in the following process to include, but not limited to:

- i) An orientation that will review and highlight program goals and begin the assessment process. The orientation will also provide an outline of services that will be provided and designed at their pace.
 - ii) A 2-4 week-long topical seminars and workplace simulation activities. This component will be customized to meet the consumer's needs in length and content as deemed appropriate in the consumer's employment assessment plan. During the seminars and work readiness simulations consumers develop skill sets that will help them become successful in their work lives.
 - iii) Review and resolution of employment obstacles by using, as determined by CONTRACTOR, time-limited wage incentives to local businesses, workplace skills development, coping and crisis management skill development and pre-employment assessment. The pre-employment assessment for each consumer will outline and review the following skill building tools or resource that will be provided:
 - a) Application assistance
 - b) Interview Preparation
 - c) Resume development
 - d) Business etiquette on the job or at a volunteer site, as well as other topics as appropriate
 - iv) Safety net needs assessment such as a client who needs stable housing would be referred to CONTRACTOR'S Housing Assistance Program which could lead to Section 8 housing voucher.
 - v) Review, identification, and placement into employment/volunteer opportunities in the community.
 - vi) Placement supports (follow-up services), occurring at least within 1 month of placement and every 3 months thereafter, to include, but not limited to:
 - (a) Employment specialist connecting with the employer and client to assure a good fit, and address any conflicts or concerns
 - (b) 12-month post-placement follow-up with employer and client
3. Discharge
- i) CONTRACTOR will sustain a discharge procedure, indicating under what circumstances a client may be exited from the program. The discharge decision will be made in collaboration with the client's mental health treatment team prior to discharge.
 - ii) Discharges must be tracked within evaluation process to report how many discharged from the program, and reasons for discharge (e.g., met goal, refused services, terminated from program)
4. CONTRACTOR will leverage its other workforce development programs for On the Job Training contracts and Occupational Skills Training for additional training opportunities, contingent upon available funding.

H. Outcomes

1. Contractor will maintain a database to enter all referral, client information, and indicators to be tracked to adequately measure outcomes
2. Contractor will use three tools to assess and track clients' goals and progress:
 - i) Vocational profile (completed before services begin)
 - ii) Individual Employment/Volunteer Plan (completed before services begin and updated regularly)
 - iii) Consumer Job Satisfaction Survey (completed before placement, 1 month after placement, every 3 months thereafter, upon discharge from program, and 3 months after discharge from program)

5. CONTRACTOR shall maintain an evaluation plan. The SAMSHA Supported Employment Fidelity Scale tool with the SAMHSA Supported Employment Toolkit should be used as a resource when sustaining an evaluation plan. The evaluation plan should be able to answer the following questions and measure the following indicators, services, and supports:
 - i) Vocational assessment
 - (a) Does the program include vocational evaluation procedures?
 - (b) What type of assessment procedures is used and in which setting?
 - (c) Must certain assessment procedures be completed before getting placement, such as testing, prevocational work adjustment?
 - (d) How much pre-placement assessment is done?
 - (e) How much time is spent on vocational and pre-placement assessment?
 - ii) Rapid Search
 - (a) What is the average length of time between when a client begins the program and the first contact with a competitive employer or volunteer placement; and what is the range of time for both?
 - (b) What is the program's philosophy about when to start the job/volunteer search, and what must be done before starting the search?
 - iii) Individualized Job/Volunteer Search
 - (a) How is it decided which jobs are identified in the job/volunteer search, who makes the decisions, and what information is it based upon?
 - (b) How has the nature of the job market affected the type of placements clients have obtained?
 - iv) Diversity of Jobs Developed
 - (a) Do employment specialists ever suggest to clients that they work in the same placement setting/type as other clients from this program, and what percentage of clients work in the same placement setting/type?
 - v) Permanence of Jobs Developed
 - (a) What percentage of the placements that employment specialists suggest to clients are permanent, competitive jobs?
 - (b) What percentage of placement suggested by employment specialists is temporary work, time-limited work, or volunteer roles?
 - vi) Jobs as Transitions
 - (a) Do employment specialists help clients another placement when one ends?

- (b) What percentage of clients who have ended placements have been provided assistance in finding another placement?
- (c) What are the reasons an employment specialist would not assist a client find another placement when one has ended?
- vii) Follow-along Supports
 - (a) Do employment specialists provide follow-along supports to clients and employers/placements, and what kind of supports?
 - (b) What percentage of clients had follow-along supports provided separated by job placement and volunteer placement, and for what average duration and range of duration?
 - (c) Is there a time limit for providing supports?
- viii) Community-based Services
 - (a) What percentage of time do employment specialists spend outside their work location providing what types of services?
- ix) Engagement and Outreach
 - (a) Do employment specialists provide any outreach if clients do not engage or drop out of services?
 - (b) What kind of outreach is provided, how often are outreach attempts made, is there a time limit to providing outreach if a client stops attending and if so what is the time limit?
 - (c) Are there engagement supports that assist in better engaging clients, and if so, what are they?
- x) Staffing
 - (a) How often does the employment specialist meet with each person on their caseload, and what is their caseload size?

6. Indicators to measure to assist with developing outcomes include, but are not limited to:

- i) Competitive Employment outcomes
 - (a) Occurrences and number of days employed
 - (b) Hours worked
 - (c) Wages earned
 - (d) Benefits maintained
 - (e) Part-time or full-time
- ii) Volunteer outcomes
 - (a) Occurrences and number of days volunteering
 - (b) Hours volunteered
 - (c) Stipends earned
 - (d) Transitions to employment
- iii) Non-vocational outcomes
 - (a) Client's satisfaction with services
 - (b) How services have affected client's quality of life
 - (c) If clients believe the services are helping in achieving their wellness and recovery goals

- iv) Demographic Data
 - (a) Age, city of residence, gender, primary language spoken, race/ethnicity, educational attainment
- v) Placement Satisfaction Survey, for client and employer
 - (a) Placement fit and satisfaction
 - (b) Placement attendance
 - (c) On-the-job skill building
 - (d) On-the-job professional training

7. Services will include, but are not limited to:

- i) Individualized employment, volunteer and/or education plan
- ii) Job shadowing opportunities
- iii) Job interview role-playing
- iv) Basic computer literacy training
- v) Assistance in accessing stable housing
- vi) Assistance with school tuition, and purchasing books
- vii) Assistance in accessing childcare
- viii) Assistance to identify family or partner support
- ix) Job/volunteer placement and support
- x) Personalized benefits counseling
- xi) Budgeting
- xii) Application and résumé assistance
- xiii) Provision of job-related equipment and supplies
- xiv) Interview attire
- xv) Transportation assistance (e.g., bus passes)
- xvi) Supported employment/volunteerism support groups
- xvii) Linkage to community support groups
- xviii) Active facilitation in job acquisition (e.g., Employment Specialists may accompany clients on interviews)
- xix) Ongoing support to clients after employment or volunteer work is secured for one (1)-year following placement
- xx) Collaboration with client's mental health treatment team to ensure clients receive integrated assistance

I. Partnerships

8. CONTRACTOR will:

- i) Maintain long-standing partnerships with other local agencies and the business community to ensure program and client success, and to leverage other workforce development resources
- ii) Meet monthly with the Tulare County Department of Mental Health to discuss program and referrals
- iii) Actively participate in the Tulare County Department of Mental Health Wellness and Recovery Committee/Individual Placement Support (IPS) advisory committee meetings and activities

J. Training, Outreach and Education:

9. Employers:

- i) Training for employers on retention and support of clients in the workplace using a variety of tools to educate employers about the benefits of hiring people with lived public mental health services experience including benefits of a collaborative working relationship including the following components:
 - (a) A pool of interested and qualified applicants
 - (b) Prescreening of potential applicants to assess their skills and strengths for available positions
 - (c) Short-term onsite job coaching to help new employees become situated
 - (d) Guidance about reasonable accommodations
 - (e) Information about the work opportunities tax credit that reduces employers' federal income tax liability
 - (f) Soft Skills training workshop.

10. Mental Health Providers:

- i) Train Tulare County Mental Health staff how to refer clients to the supported employment program, and how to support clients enrolled in the program

11. Clients

- i) Educate clients on how work or volunteerism may impact benefit programs applicable to client (e.g., SSI, SSDI, Ticket to Work, Medi-Cal, Section 8)
- ii) Educate clients on reporting income earned to necessary entities (e.g., IRS, California FTB, SSI, SSDI)

K. Staffing

12. Minimum Staffing Requirements

- i) CONTRACTOR agrees to provide the level of staffing for the supported employment program needed to meet the activities described in this Scope of Work and as detailed in the corresponding budget narrative.
- ii) CONTRACTOR will employ two part-time peer positions to provide supportive services including, but not limited to: support groups, WRAP, and life skills training.
- iii) All staff must receive Applied Suicide Intervention Skills Training (ASIST) and Mental Health First Aid (MHFA) training within 90 days of hire or commencement of this contract.
- iv) CONTRACTOR will hire culturally competent staff and provide ongoing cultural competency training and/or education to staff.

H. L. Maintaining Records

1. CONTRACTOR shall maintain records for four (4) years, and will make records available upon request of Tulare County Department of Mental Health

I. M. Reporting Standard

1. CONTRACTOR will submit a monthly report to Tulare County Department of Mental Health pertaining to data collected and outcomes being monitored
2. CONTRACTOR will work with the Tulare County Department of Mental Health to ensure report meets necessary reporting needs of the County

3. CONTRACTOR shall submit a formal program outcomes report no later than 60 days after the end of this contract term
4. CONTRACTOR shall submit a monthly invoice and payroll report via email and submit signed copies within the close of the month after the reported period.
5. CONTRACTOR shall request a budget modification, to include revision of both budget and budget narrative, for any line-item variance greater than 10% from the budget presented in this contract. Budget modification may be waived at COUNTY's discretion.

Exhibit B
Compensation
Fiscal Year 2020/2021

1. COMPENSATION

- a. COUNTY agrees to compensate CONTRACTOR for allowed cost incurred as detailed in **Exhibit A**, subject to any maximums and annual cost report reconciliation.
- b. The maximum contract amount shall not exceed Seven Hundred Fifty Five Thousand, Five Hundred Twenty Seven Dollars (\$755,527.00), and shall consist of County, State, and Federal funds. Notwithstanding any other provision of this Agreement, in no event shall COUNTY pay CONTRACTOR more than this Maximum Contract Amount for CONTRACTOR's performance hereunder without a properly executed amendment. Notwithstanding any other provisions of this Agreement, in no event may CONTRACTOR request a rate that exceeds the County Maximum Allowance (CMA) or request a rate that exceeds CONTRACTOR'S published charge(s) to the general public except if the CONTRACTOR is a Nominal Charge Provider.
- c. If the CONTRACTOR is going to exceed the Maximum contract amount due to additional expenses or services, it is the responsibility of the CONTRACTOR to request the amendment and provide all supporting documentation that substantiates the increase. No amendments can be requested after April 1, 2021.
- d. CONTRACTOR agrees to comply with Medi-Cal requirements and be approved to provide Medi-Cal services based on Medi-Cal site certification.
- e. CONTRACTOR shall be responsible for verifying the Consumer's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.
- f. CONTRACTOR shall certify that all Units of Service (UOS) entered/submitted by CONTRACTOR into AVATAR for any payor sources covered by this Agreement are true and accurate to the best of the CONTRACTOR'S knowledge.
- g. CONTRACTOR shall use funds provided by COUNTY exclusively for the purposes of performing the services described in **Exhibit A** of this Agreement.
- h. CONTRACTOR shall permit authorized COUNTY, State and/or Federal agency (ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed hereunder including subcontract support activities and the premises, which it is being performed. The CONTRACTOR shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.
- i. In the event the state or federal government denies any or all claims submitted by COUNTY on behalf of the CONTRACTOR, COUNTY will not be responsible for any payment obligation and, accordingly, CONTRACTOR shall not seek payment from COUNTY and shall indemnify and hold harmless COUNTY from any and all liabilities for payment of any or all denied claims, including those claims that were submitted outside the period of time specified in this Agreement.

2. ACCOUNTING FOR REVENUES

CONTRACTOR shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for

Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal , Medicare, private insurance, or other third party revenue, and (3) the collection, reporting, and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Grants, and other revenue, interest and return resulting from services/activities and/or funds paid by COUNTY to CONTRACTOR shall also be accounted for in the Operating Budget.

CONTRACTOR shall maintain internal financial controls, which adequately ensure proper billing and collection procedures. CONTRACTOR shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of the consumer receiving services under this Agreement shall be utilized by CONTRACTOR only for the delivery of mental health service units as specified in this Agreement.

3. INVOICING

- a. CONTRACTOR shall submit monthly invoices to the Mental Health Fiscal Analyst at TulareMHP@tularehhsa.org, no later than fifteen (15) days after the end of the month in which those expenditures were incurred. The invoice must be supported by a system generated report that validates services indicated on the invoice.
- b. Invoices shall be in the format approved by the Tulare County Health & Human Services Agency. All payments made under this Agreement shall be made within thirty (30) days of submission of all required documentation and in accordance with the COUNTY'S payment cycle.
- c. 12 month billing limit: Unless otherwise determined by State or Federal regulations (e.g. med- medi cross-over) all original (or initial) claims for eligible individual persons under this Agreement must be received by COUNTY within twelve (12) months from the month of service to avoid denial for late billing.

4. COST REPORT:

- a. Within sixty (60) days after the close of the fiscal year covered by this Agreement, CONTRACTOR shall provide COUNTY with an accurate and complete Annual Cost Report with a statement of expenses and revenue for the prior fiscal year. The Annual Cost Report shall be prepared by CONTRACTOR in accordance with all applicable Federal, State, and County requirements and generally accepted accounting principles. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice. All revenues received by CONTRACTOR shall be reported in its Annual Cost Report, and shall be used to offset gross cost. CONTRACTOR shall maintain source documentation to support the claimed costs, revenues, and allocations, which shall be available at any time to Designee upon reasonable notice.
- b. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall document that costs are reasonable, allowable, and directly or indirectly related to the services to be provided hereunder.

5. RECONCILIATION AND SETTLEMENT:

- a. COUNTY will reconcile the Annual Cost Report and settlement based on the lower of cost or County Maximum Allowance (CMA). Upon initiation and instruction by the State, COUNTY will perform the Short-Doyle/Medi-Cal Reconciliation with CONTRACTOR.
- b. COUNTY will perform settlement upon receipt of State Reconciliation Settlement to the COUNTY. Such reconciliation and settlement will be subject to the terms and conditions of this Agreement and any other applicable State and/or federal statutes, regulations, policies, procedures and/or other requirements pertaining to cost reporting and settlements for Title XIX Short-Doyle/Medi-Cal.

6. REPAYMENT OR REIMBURSEMENT TO STATE OR OTHERS:

- a. CONTRACTOR agrees that any repayment or reimbursement that must be made by COUNTY to the State of California or others as a result of an audit or conduct by CONTRACTOR, its agents, officers or employees of the programs or services provided under this Agreement shall be paid by CONTRACTOR, out of its own funds, within thirty (30) days after the parties are notified that repayment or reimbursement is due. For purposes of this provision, it is agreed that offsets made by the state are included within the phrase "repayment or reimbursement."
- b. It is understood that if the State Department of Health Care Services disallows Medi-Cal claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance within sixty (60) days of the State disallowing claims.

EXHIBIT B-1
Budget
Fiscal Year 2020-2021

Contractor: Community Services Employment Training (CSET)
Program: Supported Employment and Volunteer Program

Provider Name:	Community Services Employment Training, Inc
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Program Name:	Tulare County Supported Employment and Volunteer Program
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Expenditures

	FTE's	FY 20/21
Number of Clients to be Served		200
<i>(List titles/classification individually)</i>		
PERSONNEL		
Accountant/CIS	0.05	\$ 2,283.84
Deputy Director	0.05	\$ 5,880.16
Director Workforce Development	0.25	\$ 21,710.00
Assistant Director	0.35	\$ 21,275.80
Site Coordinator (Porterville)	0.05	\$ 3,474.12
Senior Program Coordinator	1.00	\$ 58,364.80
Supported Employment Specialist	1.00	\$ 36,400.00
Supported Employment Specialist	1.00	\$ 37,180.00
Supported Employment Specialist	1.00	\$ 38,448.80
Supported Employment Specialist	1.00	\$ 36,400.00
Quality Assurance	1.00	\$ 38,979.20
Program Specialist	1.00	\$ 30,981.60
Program Specialist	1.00	\$ 28,204.80
Total Wages		\$ 359,583.12
Benefits 26.37%		\$ 94,832.28
PERSONNEL TOTAL	8.75	\$ 454,415.40

OPERATING EXPENSES

Staff Supports (direct services)

Mileage (staff vehicle use)		\$ 9,200.00
Cell phone & plan fees & internet		\$ 2,349.00

General Office Expense

Office/Rent		\$ 33,136.08
Computers, software, supplies		\$ -
Copier, fax, printer expenses		\$ 3,966.84
Postage		\$ 780.00
Janitorial/Housekeeping		\$ -
Phone / comm (land lines)		\$ 1,315.92

Utilities/ Maintenance		\$ 7,659.84
Office/ Admin supplies		\$ 3,986.76
Program Supplies		\$ -
Fees, Insurance		\$ 7,894.69
OPERATING EXPENSES TOTAL		\$ 70,289.13
OTHER OPERATING EXPENSES		
Prof Services (contracted services)		
(list type of service, i.e. interpreter service)		
Employer Training Incentive - work experience		\$ 70,290.00
Employer Training Incentives		\$ 4,500.00
Employer Training Incentive - recognition		\$ 1,300.00
Supportive Services (consumers)		\$ 2,200.00
Volunteer Stipends		\$ 60,000.00
Volunteer - recognition		\$ 950.00
Training & Conferences		
Course Expenses / Fees		\$ 1,500.00
Travel Expenses		\$ 1,500.00
Per Diem		
Program Oversight and Evaluation		
Audit expense		
Corporate Allocation		\$ 3,211.22
Evaluation expense		\$ -
Indirect Expense (16.08%)		\$ 85,371.25
OTHER OPERATING EXPENSES TOTAL		\$ 230,822.47
TOTAL EXPENSES		\$ 755,527.00

EXHIBIT B-2
Budget Worksheet and Budget Narrative
Fiscal Year 2020-2021

Contractor: Community Services Employment Training (CSET)
Program: Supported Employment and Volunteer Program

PERSONNEL:

Wages \$359,583.12: 0.05 FTE Accountant and Communications Information Specialist, 0.05 FTE Deputy Director of Workforce Development, 0.25 FTE Director of Workforce Development, 0.35 Assistant Director of Supported Workforce, 0.05 FTE Site Coordinator (Porterville location), 1 FTE Senior Program Coordinator , 4 FTE Supported Employment Specialists, 1 FTE Quality Assurance, 2 FTE Program Specialists will be assigned to this program. The annual wages are as follows:

Accountant/CIS	0.05	\$2,283.84
Deputy Director	0.05	\$5,880.16
Director Workforce Development	0.25	\$21,710.00
Assistant Director	0.35	\$21,275.80
Site Coordinator (Porterville)	0.05	\$3,474.12
Senior Program Coordinator	1.00	\$58,364.80
Supported Employment Specialist	1.00	\$36,400.00
Supported Employment Specialist	1.00	\$37,180.00
Supported Employment Specialist	1.00	\$38,448.80
Supported Employment Specialist	1.00	\$36,400.00
Quality Assurance	1.00	\$38,979.20
Program Specialist	1.00	\$30,981.60
Program Specialist	1.00	\$28,204.80

Benefits \$94,832.28: CSET provides its full time staff with medical benefits including vision and dental, retirement, plus SUI, FICA, and Workers Compensation Insurance. For part-time staff, only FICA and Workers Compensation apply.

PERSONNEL TOTAL: \$454,415.40

OPERATING EXPENSES:

Effective September 1, 2017 CSET entered into a Cost Sharing Memorandum of Understanding with the Workforce Investment Board (WIB) for Infrastructure Costs at the Visalia Employment Connection and Porterville Employment Connection. This MOU, in order to enhance collaboration amongst partners, established cost allocation for joint infrastructure cost funding. The following share of costs were calculated by the WIB and those calculations were used for this budget: rent, electricity, gas, water, sewer, custodial, maintenance, internet access, telephones, security and shared copiers.

Staff Supports:

Mileage \$9,200.00: Staff travel is reimbursed at the current IRS approved rate at time of travel, currently \$0.575 per mile. Staff will travel to meet with potential employers, obtain signatures on contracts, attend meetings in individual and group settings, etc.

Cell phone/plan fees & internet \$2,349.00 This includes a monthly stipend for 3 staff members assigned to this program for use of their personal cell phone at \$5.54/pay period. $5.54 \times 3 \times 26$ pay periods = \$432.12. Internet access is established by MOU at \$159.74 per month: 159.74×12 months = \$1,916.88.

General Office Expense:

Rent \$33,136.08: The staff will be based at the Porterville Employment Connection (\$516.77 per month) and Visalia Employment Connection (\$1,610.81 per month) 516.77×12 months = \$6,201.24 plus $1,610.81 \times 12$ months = \$19,329.72 for a total of \$25,530.96. This category also includes depreciation and interest for staff housed at CSET's main office \$29.00 per month $\times 12$ months = \$348.00 and security at \$604.76 per month $\times 12$ months = \$7,257.12.

Copier, fax, printer expenses \$3,966.84: This includes both the equipment leases for copier/printers at the Employment Connections and a direct portion of the same for the main office. Cost is budgeted at \$175 per month for each location for printing and leases. 175.00×12 months = \$2,100.00. Shared copiers established by MOU \$90.57 per month. 90.57×12 months = \$1,086.84. A fax machine is dedicated at the Visalia EC for confidential communications. The average monthly cost is \$65. 65.00×12 months = \$780.00. The actual amounts will vary each month based on actual usage.

Postage \$780.00: Calculation is at \$65.00 per month $\times 12$ months = \$780.00, including postage refills and lease of postage meter.

Janitorial/Housekeeping: Included in Building Maintenance.

Phone/comm (land lines) \$1,315.92: 105.07×12 months = \$1,260.84, per the Porterville and Visalia infrastructure agreement. Also includes other telephone charges for the fax access and alarm monitoring at both locations at \$4.59/month. 4.59×12 months = \$55.08.

Utilities/Maintenance \$7,659.84: Staff are located in both Porterville and Visalia. Utilities and maintenance costs established by the MOU at \$511.65 per month. 511.65×12 months = \$6,139.80. MOU does not include janitorial services because those are established by a separate agreement through CSET. Janitorial share averages \$126.67/month. 126.67×12 months = \$1,520.04.

Office/Admin supplies \$3,986.76: Office supplies are calculated at \$332.23 per month. 332.23×12 months = \$3,986.76. This includes pens, pencils, paper, toner, and miscellaneous office supplies. .

Program supplies: Included in Office/Admin supplies.

Fees, Insurance \$7,894.69: Includes payroll processing fees, and general liability insurance. Payroll processing fees are \$22.85 per FTE per pay period: $\$22.85 \times 8.75 \text{ FTE} \times 26 \text{ pay periods} = \$5,198.38$. Participant payroll checks 30 contracts $\times 0.5 \text{ pay periods} \times \$22.85 = \$342.75$. Liability insurance is \$196.13 per month, $\$196.13 \times 12 \text{ months} = \$2,353.56$.

OPERATING EXPENSES TOTAL \$70,289.13

OTHER OPERATING EXPENSES:

Professional Services:

Employer Training Incentives – work experience \$70,290.00: 30 contracts for 165 hours of work at minimum wage plus FICA and Workers Compensation ($\$13.00 + \$1.02 + \$1.18 = \14.20 per hour) $\$14.20 \times 165 \text{ hours} = \$2,343.00$ per contract $\times 30 \text{ contracts} = \$70,290.00$.

Employer Training Incentives \$4,500.00: 15 consumers could receive up to \$300.00 each as incentives for milestones of employment including but not limited to; transitioning from volunteer program to work experience, completing a work experience contract, securing unsubsidized employment and maintaining unsubsidized employment for a minimum of 90 days. Consumers may earn any one of the incentives by meeting that specific milestone. Each milestone incentive is a maximum of \$100, with a maximum of \$300 per consumer. $\$300 \times 15 \text{ consumers} = \$4,500.00$.

Employer Training Incentives – recognition \$1,300.00: These funds would be used to provide an activity (possibly a banquet) for consumers and employers as recognition of socialization.

Supportive Services \$2,200.00: Provided to consumers who may need work clothing, transportation assistance, books or food to help support their positive participation in the program or on the job. Amount per participant averages \$80 per participant; actual expenditure will be based on individual need.

Volunteer Stipends \$60,000.00: For the volunteer portion of the program, an estimated 40 consumers will receive between \$1,500-\$3,000 per consumer, based on the number of various volunteer activities completed and the actual number of volunteers.

Volunteer recognition \$950.00: These funds would be used to provide an activity (possibly a luncheon) for consumers as recognition of socialization.

Training & Conferences:

Course Expenses/Fees \$1,500.00: Covers training and or conference registration for staff to attend to improve their skills related to performing the job tasks necessary for this program. This fee will also include in house training by the fidelity review experts that is personalized to grow the skills of the CSET consumer support team.

Travel Expenses \$1,500.00: Covers expenses related to travel, room, and meals for staff members to attend training/conference.

Program Oversight and Evaluation:

Audit Expense: Included in Indirect Expenses.

Corporate Allocation \$3,211.22: Miscellaneous expenses incurred by CSET that are shared direct expenses with all program staff benefitting. This can include purchase of supplies that are used by all locations (copy paper that is not purchased by specific programs), elevator maintenance/repairs, fire extinguisher maintenance, staff development activities, professional fees, dues, memberships, subscriptions, etc.

Evaluation Expense: Evaluation costs to be determined by County of Tulare.

Indirect Expenses \$85,371.25: This cost includes Executive Director, Administrative, Communication and Information, and Human Resources Staff, and the portion of shared expenses such as rent, utilities, phones, and other indirect program related costs such as copiers, security (at main office), janitorial, and facilities maintenance that are for the benefit of indirect staff; and audit fee. At the time of this proposal the Negotiated Indirect Cost Rate Agreement (ICR) is a provisional rate of 16.08%. The indirect cost rate cannot be charged against; Employer Training Incentives, Supportive Services (consumers) or volunteer costs. Costs eligible for ICR are Personnel, Operating Expenses, Training and Conferences and Corporate Allocation. $\$454,415.40 + \$70,289.13 + \$1,500 + \$1,500 + \$3,211.22 = \$530,915.75$. $\$530,915.75 \times 16.08\% = \$85,371.25$.

OTHER OPERATING EXPENSES TOTAL	\$230,822.47
TOTAL EXPENSES	\$755,527.00

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Mary Alice Escarsega-Fechner

Date: 3/11/2020

Contractor Name Community Services & Employment Training, Inc.

Signature Mary Alice Escarsega-Fechner